



County of San Bernardino

**F A S**

**STANDARD  
CONTRACT**

**FOR COUNTY USE ONLY**

|  |                                  |  |  |                               |   |                            |
|--|----------------------------------|--|--|-------------------------------|---|----------------------------|
| <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Change<br><input type="checkbox"/> Cancel  | Vendor Code<br><b>VISTAPA178</b> | SC<br>MLH                                | Dept.<br>MLH                           | A                             | Contract Number                           |                            |
| County Department<br><b>Behavioral Health</b>  |                                  |  | Dept.<br>MLH                           | Orgn.<br>MLH                  | Contractor's License No.                  |                            |
| County Department Contract Representative<br><b>Johnnetta Gibson</b>   |                                  |  | Telephone<br><b>(909) 387-7747</b>     |                               | Total Contract Amount<br><b>\$575,045</b> |                            |
| Contract Type<br><input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other: |                                  |  |  |                               |   |                            |
| If not encumbered or revenue contract type, provide reason:  |                                  |  |  |                               |   |                            |
| Commodity Code   |                                  | Contract Start Date<br><b>07/01/2003</b> | Contract End Date<br><b>06/30/2004</b> | Original Amount               | Amendment Amount                          |                            |
| Fund<br><b>AAA</b>   | Dept.<br><b>MLH</b>              | Organization<br><b>MLH</b>               | Appr.<br><b>200</b>                    | Obj/Rev Source<br><b>2445</b> | GRC/PROJ/JOB No.<br><b>10092503</b>       | Amount<br><b>\$575,045</b> |
| Fund   | Dept.                            | Organization                             | Appr.                                  | Obj/Rev Source                | GRC/PROJ/JOB No.                          | Amount                     |
| Fund   | Dept.                            | Organization                             | Appr.                                  | Obj/Rev Source                | GRC/PROJ/JOB No.                          | Amount                     |
| Project Name<br><b>Negotiated Rate</b>   |                                  |  | Estimated Payment Total by Fiscal Year |                               |   |                            |
| <b>Institute of Mental</b>   |                                  |  | FY<br><b>02/03</b>                     | Amount<br><b>\$575,045</b>    | I/D                                       |                            |
| <b>Disease (IMD)</b>   |                                  |  |  |                               |   |                            |
| <b>Contract Type – 2(b)</b>  |                                  |  |  |                               |   |                            |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Vista Pacifica hereinafter called Contractor

Address 3674 Pacific Avenue

Riverside, CA 92509

Telephone (909) 682-4833 Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

WHEREAS, COUNTY desires to provide a comprehensive and balanced range of mental health services through its system; and

WHEREAS, COUNTY has determined that there is a need among severely and persistently mentally disabled residents for mental health services in a closely structured rehabilitation program to improve their basic functioning; and

WHEREAS, CONTRACTOR operates an licensed skilled nursing facility (SNF) and can provide a program of organized therapeutic activities designed to promote daily living and social skills which augments and is integrated within the existing nursing facility program; and

NOW, THEREFORE, the parties hereto do mutually agree to the terms and conditions as follows:



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## I. Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may", "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should," means desirable.

## II. Contract Supervision

The Director, Department of Behavioral Health (DBH), herein after referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

## III. Performance

- A. Contractor shall provide up to a total of 4,392 patient bed days of Institute of Medical Disease (IMD) Services at negotiated rates for consumers who have behavioral problems that require more specialized services and whose functioning level is too low to be maintained in a Board and Care facility, which are further described in the attached Schedule A and Addendum I. Of those 4,392 patient days, 366 may be at Level B, and 366 at Level C.
- B. It is agreed by Contractor that its basic service level (the minimum array of services provided to Contractor's consumers hereunder) fully complies with Title 22 of the California Code of Regulations, Sections 72301, 72443 and 72445, which include, but are not limited to, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. The Contractor further agrees that basic services will also include reasonable access to required medical treatment and up-to-date psycho-pharmacology and transportation to needed off-site services and bilingual/bicultural programming as specifically described in the attached Addendum I.
- C. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

D. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

E. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on its service area for service planning.
3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).

- F. If for any reason, information in Addendum I conflicts with the basic agreement, then information in Addendum I shall take precedence.

#### IV Funding

The maximum financial obligation of the County under this agreement shall not exceed the sum of Five Hundred Seventy Five Thousand Forty Five Dollars (\$575,045) which includes the share of cost which Contractor is required to collect pursuant to Article V Payment, Paragraph C, below.

#### V Payment

- A. County agrees to pay Contractor One Hundred Twenty Dollars and Ninety Three Cents (\$120.93) or the State of California Department of Health Services (DHS) approved rate for basic IMD services per patient day for basic IMD consumers each day each County authorized consumer is in the Contractor's facility. Additionally, the County agrees to pay Contractor the following patch rate per patient day based on the consumer's need for service:

1. Level A: \$10.00 per day.
2. Level B: \$30.00 per day, up to a total of 366 patient days.
3. Level C: \$90.00 per day, up to a total of 366 patient days.

Care Levels B and C are defined in Addendum I of this agreement. The per patient day rate times the number of days utilized by consumers in the program will determine the maximum contract obligation to Contractor for basic IMD services. The maximum contract amount is not expected to exceed Five Hundred Seventy Five Thousand Forty Five Dollars (\$575,045), as calculated pursuant to Article V Payment, Paragraph B below.

- B. The reimbursement rate for basic IMD beds corresponds to the rate for SNF beds established by State DHS. If DHS modifies this rate, reimbursement will be based on the new basic IMD bed rate, effective the date of the rate change established by DHS. The reimbursement rate for additional patch services remains the same for DHS. The reimbursement rate for additional patch services remains the same for the duration of this agreement regardless of any basic SNF rate change.

- C. County shall have the responsibility to collect all SSI/SSP revenue due to each consumer. Contractor shall have the responsibility to collect share of costs, which the consumer is eligible to receive. Share of Costs include, but are not limited to:

1. Co-payments from Medi-Cal;
2. Medicare funds;
3. Insurance payments;
4. Private funds

At the request of either party, the parties agree to meet to negotiate problems related to the contract, including but not limited to problems concerning collection by Contractor of share of costs.

- D. Contractor shall deduct from monthly claims and shall not bill County for the amount of share of costs which County's authorized consumers are eligible to receive.
- E. Contractor shall bill the County Project Liaison monthly in arrears on claim forms provided by County. All claims submitted should clearly reflect all required information specified regarding the services for which claims are made. Claims for Reimbursement shall be completed and forwarded to the County Project Liaison within 10 days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the rates set out in Article V Payment, Paragraph A. and B., above, less the share of costs set out in Article V Payment, Paragraph C., above.
- F. County may approve patient absence from the Contractor's facility for hospital care or for therapeutic visits. County may also request Contractor to hold a vacant bed, for which Contractor shall be reimbursed the approved rate during the period of absence.
- G. In the event of termination of this contract by Contractor pursuant to Article VIII Duration and Termination, Paragraph C, a preliminary settlement will be attempted based upon the actual patient days which were provided by Contractor pursuant to this contract less share of costs.

- H. No Claims for Reimbursement will be accepted by the County later than 90 days after the expiration or termination of the contract.

VI. Final Settlement: Audit of Services

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XVII Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/consumer records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If a post contract service audit finds that units of service and/or other activity of Contractor hereunder paid for by County were not performed in accordance with this agreement, the Contractor shall reimburse the County on demand therefore at the negotiated rate in Article V Payment, Paragraphs A. and B. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the election of the County:
1. Payment of total.
  2. Payment on a monthly schedule of reimbursement.
  3. Credit on future billings.

Article VI, Paragraph C.1., above, is applicable to, but not limited to, Contractor's share of cost obligation contained in this agreement.

- D. Contractor agrees to cooperate with County in the implementation, monitoring and evaluation of mental health services and to comply with any and all reporting requirements established by County, the State of California and any and all Federal agencies providing monies for the services described herein.

## VII Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:
1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
  2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
  3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
  4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
  5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
  6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
  7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

## VIII Duration and Termination

- A. The term of this agreement shall be from July 1, 2003 through June 30, 2004, inclusive.

- B. This agreement may be terminated immediately by the Director at any time if:
1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
  2. There are insufficient funds available to County; or
  3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: X Personnel, XI Licensing and Certification, or XX Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days notice by the mutual written concurrence of both the Contractor and the Director.
- E. If Contractor's facility ceases operations, within 48 hours thereafter, County is to be notified of same by Contractor in writing and arrangements are to be made by Contractor with County approval for preservation of the program activity and financial records.

#### IX Patient/Consumer Billing

- A. Contractor agrees to collect share of costs for eligible patients.
- B. Contractor agrees to offset claims for reimbursement submitted to County for share of costs as indicated in Article V Payment, Paragraph C. of this agreement.

#### X Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by law to perform its duties and obligations hereunder.

- B. Contractor shall make available to County, on request, a list of the persons who shall provide services under this agreement. Said list shall include name, title, professional degree and job description.
  
- C. Contractor agrees to provide or has already provided information on Former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### XI Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

#### XII Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
  - 1. State Department of Mental Health Information Notices, and;
  - 2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
  
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.

- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

### XIII Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9
- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5
- D. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. CONTRACTOR is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, CONTRACTOR is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. CONTRACTOR will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

### XIV Patient's Rights

Contractor shall take all appropriate steps to fully protect patient's rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

### XV Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

### XVI Admission Policies

Contractor shall admit and discharge consumers in accordance with policies and procedures that are described in the attached addendum.

#### XVII Medical Records

A. Contractor agrees to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

1. For adults and emancipated minors, seven years following discharge (last date of service);
2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).

B. Contractor shall ensure that all patient/consumer records comply with any additional applicable State and Federal requirements.

#### XVIII Quality Assurance

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

#### XIX Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. Contractor shall provide all personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract.

#### XX Indemnification and Insurance

A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or

omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollar (\$250,000) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000).
3. Errors and Omission Liability Insurance - Combined single limits of One Million Dollars (\$1,000,000) for bodily injury and property damage and Three Million Dollars (\$3,000,000) in the aggregate or
4. Professional Liability - Professional liability insurance with limits of at least One Million Dollars (\$1,000,000) per claim or occurrence.

C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming

the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without 30 days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within 60 days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within 30 days of receipt.

## XXI Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
  - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.
  - 2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

## XXII Assignment

- A. Contractor shall not assign this agreement, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXIII Conclusion

- A. This agreement consisting of seventeen (17) pages, Schedule A, Addendum I, Attachments A , B, and C inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form  
► \_\_\_\_\_  
County Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Presented to BOS for Signature  
► \_\_\_\_\_  
Department Head  
Date \_\_\_\_\_

**Auditor/Controller-Recorder Use Only**

|  |                              |
|--|------------------------------|
| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date                                 | Keyed By                     |

**SCHEDULE A**

**SCHEDULE A**

Page 1 of 1

Prepared by: Sonya Wiley

Title: Fiscal Clerk II

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED RATE  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004**

Contractor Name: Vista Pacifica

Address: 3674 Pacific Avenue

Riverside, CA 92509

Date Form Completed: 5/22/2003

|                        |  |                                 | Basic   | Level A | Level B | Level C |  |  |         |
|------------------------|--|---------------------------------|---------|---------|---------|---------|--|--|---------|
|                        |  | PROVIDER NUMBER                 | 0069    | 0069    | 0069    | 0069    |  |  |         |
| LINE                   |  | MODE OF SERVICE                 | 5       | 5       | 5       | 5       |  |  | TOTAL   |
| #                      |  | SERVICE FUNCTION                | 35      | 35      | 35      | 35      |  |  |         |
| <b>EXPENSES</b>        |  |                                 |         |         |         |         |  |  |         |
| 1                      |  | SALARIES                        |         |         |         |         |  |  | 0       |
| 2                      |  | BENEFITS                        |         |         |         |         |  |  | 0       |
| 3                      |  | OPERATING EXPENSES              |         |         |         |         |  |  | 0       |
| 4                      |  | TOTAL EXPENSES (1+2+3)          |         |         |         |         |  |  | 0       |
| <b>AGENCY REVENUES</b> |  |                                 |         |         |         |         |  |  |         |
| 5                      |  | PATIENT FEES                    |         |         |         |         |  |  | 0       |
| 6                      |  | PATIENT INSURANCE               |         |         |         |         |  |  | 0       |
| 7                      |  | MEDICARE                        |         |         |         |         |  |  | 0       |
| 8                      |  | GRANTS/OTHER                    |         |         |         |         |  |  | 0       |
| 9                      |  | TOTAL AGENCY REVENUES (5+6+7+8) |         |         |         |         |  |  | 0       |
| 10                     |  | CONTRACT AMOUNT                 | 442,604 | NONE    | 55,240  | 77,200  |  |  | 575,045 |
|                        |  |                                 |         |         |         |         |  |  |         |
| 11                     |  | TOTAL CONTRACT UNITS            | 3,660   | 0       | 366     | 366     |  |  | 4,392   |
| 12                     |  | CONTRACT MONTHS                 | 12      | 0       | 12      | 12      |  |  |         |
| 13                     |  | RATE PER UNIT (10/11)           | 120.93  | 130.93  | 150.93  | 210.90  |  |  |         |
| 14                     |  | UNITS PER MONTH (11/12)         | 305     |         | 31      | 31      |  |  | 366     |
| 15                     |  | MONTHLY AMOUNT (13 * 14)        | 36,884  | NONE    | 4,603   | 6,432   |  |  | 47,919  |

APPROVED:

|  |               |                               |               |                              |               |
|--|---------------|-------------------------------|---------------|------------------------------|---------------|
| _____<br>PROVIDER AUTHORIZED SIGNATURE | _____<br>DATE | _____<br>CONTRACTS MANAGEMENT | _____<br>DATE | _____<br>DBH PROGRAM MANAGER | _____<br>DATE |
|--|---------------|-------------------------------|---------------|------------------------------|---------------|

**COUNTY OF SAN BERNARDINO STANDARD CONTRACT  
INSTITUTE FOR MENTAL DISEASE (IMD)  
BASIC IMD CONSUMERS WITH PATCH (AGES 18-64)**

July 1, 2003-June 30, 2004

Agreement for the Provision of Facility and Central Services For San Bernardino County  
Augmented Skilled Nursing Facility.

Program Site: **VISTA PACIFICA  
3674 Pacific Avenue  
Riverside, CA 92509**

**I. Definition of Recovery, Wellness, and Discovery and Rehabilitative Mental Health Services**

Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

**II. Program Description**

- A. Provide up to 4,392 patient days at a negotiated rate to treat consumers whose functioning level is too low to be maintained in a Board and Care facility, and/or who have medical and/or behavioral problems that require more specialized services. The DBH Adult System of Care (ASOC) Adult Residential Services Clinic (ARS) Case Manager will conduct admissions, discharges, and will approve the

treatment to be provided each consumer. The Contractor will be required to establish "Discharge Groups" for all consumers admitted to the facility. The "Discharge Group" will include the ASOC ARS Case Manager, facility treatment staff, family members and any other organization representative(s) who can contribute information regarding consumer's needs.

- B. Specialized Services will consist of three distinct levels (A, B, C) that will be paid at the basic IMD rate which is currently One Hundred Twenty Dollars and Ninety Three Dollars (\$120.93) per bed day plus a patch rate as follows:

1. Level A: Ten Dollars (\$10.00) per day
2. Level B: Thirty Dollars(\$30.00) per day
3. Level C: Ninety (\$90.00) per day

### III. Admission Criteria

- A. Consumer must be a San Bernardino County resident.
- B. Consumer must be between 18-64 years of age.
- C. Consumer's legal status will be public or private conservatorship, 14 day certification or voluntary.
- D. Consumer will have a financial status of SSI/Medi-Cal, SSI/Medi-Cal pending or private pay.
- E. Consumer must meet target population criteria as established and approved by State DMH in the current Special Treatment Plan (STP). If the Contractor desires to admit consumers who do not fit the profile, the Contractor must have approval in writing from the Director of DBH and State DMH prior to admission. The consumer's functioning level must be too low to be maintained in a Board and Care facility. In addition, behaviors exhibited by consumers must include, without limitation, one or more of the following at each level:
  1. Basic IMD Consumers/Regressed Consumers -
    - Have need for a structured environment
    - Gravely disabled
    - Manifesting symptoms that prevent placement at a lower level of care
    - AWOL risk
    - Withdrawn behavior
    - Confusion and disorientation

2. Level A - Behavioral/Medical Problems

- Severe Disorientation
- Chronic obstructive pulmonary disorder with breathing treatment
- Severe disorientation and confusion
- Congestive heart failure
- Memory impairment subsequent to traumatic brain injury/organic brain syndrome
- Cardiac medications
- Bizarre behaviors
- 2<sup>nd</sup> or 3<sup>d</sup> trimester pregnancy with medications and psychotic behaviors and mood disturbances
- Noncompliance with medications
- Periodic incontinence
- Nocturnal restlessness
- Cast with physician appointments
- Motor retardation
- High transport needs
- Speech disorders (e.g. aphasia)
- Numerous medications problems
- Daily routine impairment
- Threats of violence
- Intimidation of, and/or dangerous to, others
- Overt anger
- Stealing
- Prostitution
- Ambulatory with cane

3. Level B - Behavioral/Medical Problems

- Property damage
- Chronic obstructive pulmonary disorder with oxygen
- Actual assaults
- Decubitus (stages I & II)
- Overt agitation
- Diabetic (brittle)
- Self mutilation
- 1<sup>st</sup> trimester pregnancy, with no medications, and psychotic behaviors and mood disturbances
- Sexual acting out
- Continual incontinence
- Substance abuse
- Cast with behavior problem

- High AWOL risk
- Impaired hearing
- Impaired eyesight
- Language barrier
- Self transfer wheelchair resident
- Positive VDRL with behavior problem
- HIV/AIDS with behavior problem

4. Level C - Behavioral/Medical Problems

- Recent fire setting
- Recent amputee
- Recent suicidal attempts
- Decubitus (stage III)
- Leg ulcer
- Restraint required treatments
- Wheelchair resident

IV. The Contractor shall:

- A. Provide for the use of up to a total of 4,392 patient days for Department of Behavioral Health patients at Vista Pacifica including all utilities, water, garbage collection, etc.
- B. Evaluate all consumers referred who meet the target population criteria. Any referral that is denied must be reported to the DBH ARS Clinic Supervisor, or designee in writing within 24 hours of the denial. The basis for the denial is to be supported by Title 22 regulations prohibiting the consumer's acceptance into the facility. All referrals from the sources listed below must have prior approval by the DBH ARS Clinic Supervisor, or designee prior to admission if DBH is to be the payment source at any time during the consumer's stay. Consumers may come from State Hospitals, Veterans Hospitals, county/private facilities, board and care facilities, and other facilities or sources as deemed appropriate by the DBH ARS Clinic Supervisor, or designee.

At the time of admission, the IMD Administrator or designee and the ARS Clinic Supervisor or designee will determine the level of care for services. Attachment B is to be completed and copies disseminated to the ARS Clinic, ASOC Fiscal Clerk and the IMD facility.

- C. As a certified Skilled Nursing Facility, comply with the statutory and regulatory requirements of Title 22 and OBRA.
- D. Submit a monthly statistical report by the 3rd working day of each month that includes: consumer name, date of birth, Social Security number, Medi-Cal number,

## ADDENDUM I

admission date and if applicable, date of discharge. This report is to be sent directly to: **Adult System of Care, Fiscal Clerk, 850 E. Foothill Blvd., Suite E130, Rialto, CA 92376.**

- E. Be responsible for all consumer valuables. Vendor will develop a procedure for safekeeping consumer valuables, which shall be approved by the DBH ARS Clinic Supervisor, or designee, and will provide reasonable private storage space for each consumer's clothing and personal belongings.
- F. Contractor shall establish a Loss/Theft Policy that is to be approved in writing by the ARS Clinic Supervisor by August 1, 2003. Contractor will be responsible for reimbursement or replacement of all items in the event of a loss/theft of items registered on the facility property/clothing list. Any Loss/Theft shall be recorded in accordance with the Policy.
- G. Provide sufficient furniture, fixtures, curtains, cabinets, beds and other items specified by State Title 22 & OBRA Regulations for IMD facilities.
- H. Provide housekeeping and grounds maintenance services for the facility as specified by Federal/State Regulations for IMDs. Develop and maintain a system to correct physical plant deficiencies and maintain well-groomed landscaping and house appearance.
- I. Work cooperatively with County staff/contract agencies in placing consumers in other community care facilities. Provide appropriate office space for County staff to interview consumers in private at the facility.
- J. Provide for admission capabilities from 8:00 a.m. through 7:00 p.m., Monday through Friday and from 8:00 a.m. through 5:00 p.m. on Saturday.
- K. Provide psychiatrist time and services regarding conservatorship issues. This includes the filing of annual conservatorship reestablishment court documents and/or Lantermann Petris Short (LPS) Conservatorship Court appearances and testimony as requested by the DBH. Provide medical and psychiatric records as required for all Court appearances. Assist consumers requesting release in completing the standard request for release form (writ).
- L. Ensure that treatment and support staff participate in all specialized training required by the DBH.
- M. Comply with all Consumer Rights regulations as defined by the Welfare and Institutions Code.
- N. Notify the DBH ARS Clinic supervisor or his designee within 24 hours, using the

**"IMD Out-of Facility Report"** provided by ARS staff, if a consumer is absent without leave (AWOL) or leaves Against Medical Advice (AMA) from Contractor's facility. If a consumer is scheduled to be out of the facility for a therapeutic visit or for hospital treatment, Contractor shall notify the ARS Clinic Supervisor or his designee within 24 hours by telephone/fax/e mail using the **"Scheduled Out-of-Facility Report"** form provided by ARS staff. Contractor will complete and submit an **"IMD Facility Incident Report"** if any consumer is involved in an incident at the facility. Contractor will provide a monthly notable incident summary of all incidents in the facility. This report will be submitted to the ARS Clinic Supervisor, or his/her designee, by the 5<sup>th</sup> day of the month following the month reported. If there is an increase in notable incidents from the prior periods, the Contractor shall give a written explanation for the increase and proposed interventions.

- O. Contractor shall not change the STP services without prior written approval by the DBH ARS Clinic Supervisor, or designee. The requested changes to the STP will be submitted to the State Department of Mental Health and approved by that agency prior to the implementation of the changes. Contractor will provide the updated STP to the DBH ARS Clinic Supervisor upon approval by State DMH within 5 days of receipt of written approval.
- P. Provide and pay for all non-emergency, non-psychotropic medication for all consumers, i.e. routine house supplied medication, as specified in Title 22 of the California Code of Regulations.
- Q. Notify the DBH ARS Clinic Supervisor or designee within 24 hours of any annual State DHS and/or State DMH site audits. In addition, the facility is to give the DBH ARS Clinic Supervisor, or designee, a 24 hour prior notice as to when the State team has the exit interview. The DBH ARS Clinic Supervisor, or designee, will participate in the exit interview.
- R. Send to the DBH ARS Clinic Supervisor, or designee, a copy of the audit results and plans of correction within 60 days of the exit interview.
- S. Notify the DBH ARS Clinic Supervisor, or designee within 2 hours by telephone/e-mail, and in writing within 8 hours, when a Federal/State/Other Agency investigator notifies or enters the facility to conduct an investigation or inspection of any type of the facility. The Contractor, or designee will notify the DBH ARS Clinic Supervisor, or designee by phone, fax, or e-mail within 8 hours of completion of the exit interview. A copy of the written report of the exit interview shall be submitted to the DBH ARS Clinic Supervisor, or designee within 5 days of receipt of the written report.
- T. Obtain prior written approval from the DBH ARS Unit Case Manager for personal and/or incidental expenses above the basic allocation amount for consumers

referred under this agreement (See Attachment A).

- U. Provide discharged consumers with all medication and necessary equipment, (e.g. insulin syringes) that the facility has on hand prescribed for that consumer or with enough medication/necessary equipment, minimally two weeks, to last the consumer until his/her first outpatient medication appointment.
- V. Coordinate a discharge plan with the DBH ARS Clinic Case Manager for patients who are released from LPS Conservatorships. The IMD facility will insure an arranged discharge plan that includes minimally a two-week supply of medications. Under doctors' orders, these medications will be provided to qualified persons acting in the behalf of the patient. These include possibly the patient's family, professional care provider or DBH ARS Clinic Case Managers.
- W. Take appropriate steps to avoid readmission of DBH consumers to an acute level of psychiatric care.
  - 1. Facility psychiatrist will be on call for PRN medication or medication changes.
  - 2. Facility staff will provide crisis intervention.
  - 3. Consult DBH ARS Case Manager.
- X. Provide all necessary transportation for consumers to outside appointments.
- Y. Coordinate and assist all voluntary consumers in the application process for SSI benefits within 10 days of admission. This includes providing medical records necessary for making application to the Department of Social Services and the Social Security Administration. Make recommendations to any private conservator regarding the need to file for any State and Federal benefits on behalf of the conservatee. Such recommendations shall be consistent with the legal powers granted to the private conservator in accordance with the Welfare and Institutions Code. In the event that Medi-Cal is denied, County will cover the cost of all ancillary charges, including medication. Contractor will provide County of San Bernardino the Medi-Care/Medi-Cal denial notice within 10 days of receipt of the notice. Contractor will submit a request for payment in a form acceptable to the County.
- Z. As set forth in Article V Payment, Paragraph C, collect from private conservators any share of costs or SSI/SSP benefits for the placement and ancillary services as defined by the Welfare and Institutions Codes. The DBH will pay the negotiated bed rate less the patient's share of cost, SSI/SSP, VA benefits or other income.

## ADDENDUM I

- AA. Take necessary steps to accurately monitor and report changes of any private providers (i.e. psychiatrists and / or psychologists) who bill DBH for Medi-Cal ancillary services. This includes (1) insuring that all care providers are credentialed and qualified to provide services for San Bernardino County consumers, (2) notifying the ARS Clinic Supervisor or designee within 48 hours of any change in staff, case assignments or transfer of cases from one provider to another. In the event that DBH's Managed Care ACCESS Unit denies payment to a private provider due to improper notification or services provided by unauthorized or unqualified staff, payment to the private provider will be the IMD facilities' responsibility.
- V. The DBH shall do the following for all consumers referred from the Arrowhead Regional Medical Center (ARMC) Behavioral Health, State Hospitals and other IMDs prior to admission to the Contractor's facility:
  - A. Conduct pre-admission screening and financial assessment.
  - B. Attempt to secure Medi-Cal Proof of Eligibility (POEs) and financial and legal papers when consumer is receiving benefits.
  - C. Transport consumers from DBH facilities to Contractor's facility after pre-admission screening.
  - D. Provide physician to testify for court appearances on consumers.
  - E. Provide designated Patients' Rights person to represent consumers at certification review hearings.
  - F. Provide training and consultation to Contractor's staff representing the facility at the certification review hearings.
  - G. Provide forms and documents required for certification review hearings.
  - H. Monitor the Contractor to ensure compliance with program goals and objectives, during the program review.
  - I. Ensure that patient days and services reported to DBH are supported by consumer records.
  - J. Provide case management, placement, admission, discharge and after care services, which include evaluation and assessment of all consumers prior to admission for psychological, medical and financial appropriateness.
- VI. Discharge Criteria

## ADDENDUM I

- A. The Federal Government and the State of California mandate that San Bernardino County DBH place consumers in the least restrictive level of care possible. Therefore, once a consumer is placed in an IMD facility, the consumer will be worked through the program as quickly as possible. Determination regarding when a consumer will be moved to a lower level of care will be made by the ARS Clinic staff and/or Contract Agency personnel in consultation and coordination with the facility's treatment staff, per specified criteria contained in this section. The final decision to move a client to a lower level of care will be the decision of the ARS Case Manager/Contract Agency Case Manager. Access to other community based mental health services such as residential treatment centers, drug and alcohol treatment, Board and Care and outpatient mental health treatment are also provided in San Bernardino County and will be accessible through the consumer's ARS Case Manager at the time of discharge.
- B. The following is a list of discharge criteria.
1. Court ordered discharges.
  2. Discharges requested by either the Public or Private conservator.
  3. Discharge requested by a voluntary consumer.
  4. Discharges that the ASOC ARS Case Manager deems appropriate for one or more of, but not limited to, the following reasons:
    - a. Consumer is compliant with medication regimen.
    - b. Consumer is able to discuss and is involved in the formulation of discharge plans.
    - c. Consumer is accepting of outpatient treatment.
    - d. Consumer's level of psychosis or behavior will not hinder consumer's ability to function at a lower level of care.
    - e. Consumer has been in treatment in an IMD for 3 months or more and has little potential for continual progress, and/or is resistive to treatment at this level of care, and/or treatment and needs can be provided at a lower level of care.
    - f. Consumer is in need of a higher level of care.

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SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH  
REQUEST FOR PERSONAL & INCIDENTAL EXPENSE

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Consumer Name: \_\_\_\_\_

Facility: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Reason: \_\_\_\_\_

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Requested by \_\_\_\_\_ Phone No. \_\_\_\_\_ Date \_\_\_\_\_

Case Manager \_\_\_\_\_ Date \_\_\_\_\_

Justification for approval: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Public Guardian \_\_\_\_\_ Date \_\_\_\_\_

Clinic Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Program Manager \_\_\_\_\_ Date \_\_\_\_\_

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Send request to:

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH  
ADULT RESIDENTIAL SERVICES  
850 E. Foothill Blvd.  
Rialto, CA 92376

\*\*\*\*\*

Confidential Patient/Consumer Information – W & I 5328

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**Vista Pacifica**  
**Provision of**  
**Basic and Augmented Psychiatric Services**

On (date of admission) \_\_\_\_\_,

Name of consumer \_\_\_\_\_

**was admitted to Vista Pacifica Center, 3674 Pacific Avenue, Riverside, CA 92509. Vista Pacifica Center will provide IMD psychiatric services as follows:**

- ☐ **Basic Bed Rate (basic IMD patient/consumers)**
- ☐ **Level A (augmented medical-behavioral problems)**
- ☐ **Level B (augmented medical-behavioral problems)**
- ☐ **Level C (augmented medical-behavioral problems)**

**Description of each level of services and rates are referenced in the contract.**

**Reviewed and Approved by:**

\_\_\_\_\_  
**Vista Pacifica Center**  
**Services Program**  
**Administrator (or designee)**

\_\_\_\_\_  
**Adult System of Care,**  
**ARS Clinic**  
**ARS Clinic Supervisor (or designee)**

**cc: ASOC Fiscal Clerk II**

## INFORMATION SHEET *(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

| SECTION I: CONTRACTOR INFORMATION   |         |   |         |
|---|---------|---|---------|
| Contractor Name:  |         |   |         |
| Address <i>(including City, State and Zip Code)</i> :   |         |   | Phone:  |
| Web Site:   | Email:  | Fax:  |         |
| Clinic Site Name <i>(If Different from Contractor)</i> :  |         |   |         |
| Address <i>(including City, State and Zip Code)</i> :   |         |   | Phone:  |
| Web Site:   | Email:  | Fax:  |         |
| Clinic Contact:   |         | Title:  |         |
| Contract Signature Authority:   |         |   |         |
| Name:   |         | Name:   |         |
| Title:  |         | Title:  |         |
| Signature:  |         | Signature:  |         |
| Phone #:<br>(      )  | E-Mail: | Phone #:<br>(      )  | E-Mail: |
| Claim Signature Authority:  |         |   |         |
| Name:   |         | Name:   |         |
| Title:  |         | Title:  |         |
| Signature:  |         | Signature:  |         |
| Phone #:<br>(      )  | E-Mail: | Phone #:<br>(      )  | E-Mail: |
| SECTION II: DBH INFORMATION   |         |   |         |
| <b>Contract Mailing Address:</b>  |         | <b>Contracts Unit:</b>  |         |
| San Bernardino County<br>Department of Behavioral Health<br>Contracts Unit<br>700 E. Gilbert Street, Bldg #3<br>San Bernardino, CA 92415-0920 |         | <b>Myron Hilliard, Accounting Tech</b> 909-387-7592<br>E-Mail: <a href="mailto:mhilliard@dbh.sbcounty.gov">mhilliard@dbh.sbcounty.gov</a><br><b>Doug Moore, Staff Analyst II</b> 909-387-7589<br>E-Mail: <a href="mailto:dmoore@dbh.sbcounty.gov">dmoore@dbh.sbcounty.gov</a><br><b>Patty Glas, Admin Supervisor II</b> 909-387-7170<br>E-Mail: <a href="mailto:pglas@dbh.sbcounty.gov">pglas@dbh.sbcounty.gov</a><br><br><b>Unit Fax #: 909-387-7593</b> |         |

**DBH Program Contacts:**

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